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Attorney for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT  
FOR THE  
THE NORTHERN MARIANA ISLANDS**

AUTO MARINE, INC., ROLANDO ) CIVIL ACTION No. 05-0042  
SENORAN, BENJAMIN T. SANTOS )  
AUGSTO SANTOS and NORMANDY )  
SANTOS )  
Plaintiffs )  
v. )  
ANTONIO SABLAM, personally, )  
RICHARD T. LIZAMA, personally and )  
in his official capacity, and MEL GREY )  
in his official capacity )  
Defendants. )

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Plaintiff Auto Marine hereby submits its exhibits.

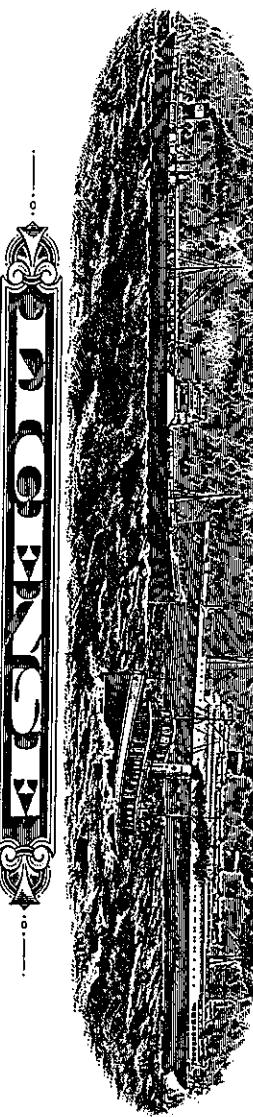
Law Office of G. Anthony Long

By:   
G. Anthony Long

SERIAL NUMBER  
1 001 826

ISSUE NUMBER 3

**UNINSPECTED SHIPMEN'S COAST GUARD**



**U.S. MERCHANT MARINE OFFICER**

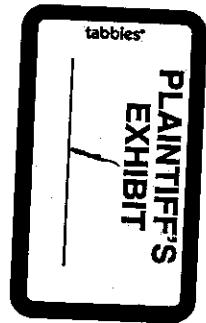
*This is to certify that*

\*\*\* ROLAND ELVIS ALVARAN SENORAN \*\*\*

*having been duly examined and found competent by the undersigned is licensed to serve  
for the term of five years from the below issue date as:*

OPERATOR OF UNINSPECTED UNDOCUMENTED PASSENGER VESSELS AS DEFINED IN 46 U.S.C.  
2101 (42) UPON NEAR COASTAL WATERS. (SEE REVERSE)

*Given under my hand this 17TH day of July 2002.*



ISSUE PORT: HONOLULU, HI  
EXPIRATION DATE: JULY 17, 2007

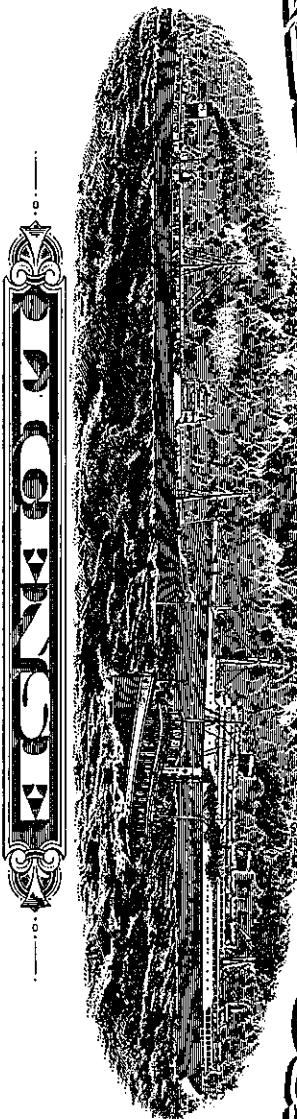
G. E. JOY, JR., ASIP, BY DIRECTION  
OFFICER IN CHARGE, MARINE INSPECTION

SERIAL NUMBER

1070785

ISSUE NUMBER 3

**UNINSPECTED SHIPMEN'S COAST GUARD**



**PERIOD**

**U.S. MERCHANT MARINE OFFICER**

*This is to certify that*

**\*\*\* NORMANDY IBANEZ SANTOS \*\*\***

*having been duly examined and found competent by the undersigned is licensed to serve  
for the term of five years from the below issue date as:*

OPERATOR OF UNINSPECTED PASSENGER VESSELS AS DEFINED IN 46 U.S.C. 2101 (42) OF NOT  
MORE THAN 100 GROSS REGISTERED TONS (DOMESTIC TONNAGE) UPON NEAR COASTAL  
WATERS NOT MORE THAN 100 MILES OFFSHORE; ALSO, LIMITED TO UNINSPECTED VESSELS NOT  
DOCUMENTED UNDER THE LAWS OF THE UNITED STATES; - "SEE REVERSE"

*Given under my hand this 7TH day of August 2003*

*This license, issued 07-MAR-2005, replaces license number 1069205 issued at Honolulu, HI on the above date.*

G. E. JOY, JR., ASIP, BY DIRECTION  
OFFICER IN CHARGE, MARINE INSPECTION

ISSUE PORT: HONOLULU, HI  
EXPIRATION DATE: AUGUST 7, 2008

PLAINTIFF'S  
EXHIBIT  
2

SERIAL NUMBER

1069609

ISSUE NUMBER 2

UNITED STATES COAST GUARD

SEARCHED

U.S. MERCHANT MARINE OFFICER

*This is to certify that*

\*\*\* BENJAMIN IBANEZ SANTOS \*\*\*

*having been duly examined and found competent by the undersigned is licensed to serve  
for the term of five years from the below issue date as:*

OPERATOR OF UNINSPECTED PASSENGER VESSELS AS DEFINED IN 46 U.S.C. 2101 (42) OF NOT  
MORE THAN 100 GROSS REGISTERED TONS (DOMESTIC TONNAGE) UPON NEAR COASTAL  
WATERS NOT MORE THAN 100 MILES OFFSHORE LIMITED TO UNINSPECTED VESSELS NOT  
DOCUMENTED UNDER THE LAWS OF THE UNITED STATES; - "SEE REVERSE"

*Given under my hand this 3rd day of February 2004*

PLAINTIFF'S  
EXHIBIT

tabbles  
3

ISSUE PORT: HONOLULU, HI  
EXPIRATION DATE: FEBRUARY 3, 2009

R.J. BUSS, By direction  
OFFICER IN CHARGE, MARINE INSPECTION

**EMPLOYMENT CONTRACT**

This employment contract is entered into by and between AUTO MARINE, INC.  
of P.O. BOX 10003 PMB-483, SAIPAN, MP 96950,  
hereinafter referred to as the Employer, and ROLANDO E.A. SENORAN of  
18 GREENHILLS ST., WHITE PLAINS, Q.C., PHILS., hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

A. DUTIES AND RESPONSIBILITIES: The parties hereto agree that the Employee shall be employed only in the job category of MANAGER, DIVING and shall perform the following duties and responsibilities including training of resident ~~to~~ MANAGE AND MAINTAIN THE OPERATION OF THE DIVING, TAKE RESERVATIONS AND MAKE NECESSARY SCHEDULES OF THE DIVING SITES AND TIMES OF DIVING, OTHER RELATED DUTIES SUCH AS DRIVING VEHICLES AND BOATS WHEN NECESSARY

PLAINTIFF'S  
EXHIBIT  
4

B. TERM: The term of this Contract shall be for a period of TWELVE (12 MONTHS) commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on MAY 23, 2006

C. WORK DAYS AND HOURS: The Employee's work days and hours shall be FLEXIBLE to FLEXIBLE, from 8:00 to 5:00, for a total of 48 hours per week.

D. COMPENSATION: In consideration of the services to be performed by the Employee, the Employer agrees to pay the Employee compensation in the amount of:

1. \$ 1,500.00 per MONTH and
2. \$ X1.5 per hour ~~for overtime compensation payable by~~  
check in bi-weekly intervals.
3. Other compensation (bonuses, commissions, etc.); specify amount and method of calculation:

E. DEDUCTIONS: CNMI taxes and Social Security, if applicable, shall be withheld from the Employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Director of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):

**CASH ADVANCES**

F. PRINCIPAL PLACE OF WORK: The Employee's principal place of employment shall be on SAIPAN, CNMI. However, the Employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.

G. TRANSPORTATION: The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.

H. INSURANCE/MEDICAL EXPENSES: The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his/her point of origin.

I. NOTIFICATION OF NEXT-OF-KIN: In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

BOARD, LODGING AND OTHERS:

The Employer shall ensure that the following facilities are provided:

1.  Employer-provided housing at a charge of \$ \_\_\_\_\_ per month.
2.  Employer-provided housing free of charge.
3.  Employee self-arranged housing.  
(Attach statement or rental agreement)
4.  \_\_\_\_\_ (number) meals per day at a charge of \$ \_\_\_\_\_ per month.
5.  Employee to provide own food.
6.  Free transportation to and from job site at employer designated pick-up points.
7.  Employee to provide transportation to and from job site.
8.  Allowance:
9.  Others: FREE MEDICAL AND WORKER'S COMPENSATION INSURANCE

K. OTHER PROVISIONS: The following additional provisions apply to this Contract: (Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)

L. TERMINATION: This Contract may only be terminated for cause by either party by giving the other party 30 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Director of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an Employer refuses to allow the Employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/ her point of hire.
2. Termination for cause may include any of the following:
  - a. 6 unauthorized absences and/or 6 unauthorized tardiness to work by the Employee;
  - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
  - c. Conviction in the CNMI of any felony or two or more misdemeanors;
  - d. Abandoning of job or assigned duty by the employee;
  - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
  - f. Extreme cruelty or abuse, physical or otherwise;
  - g. Unreasonable delays in the payment of the Employee's wages or salary;
  - h. A breach of any provision of this Contract and not corrected within ten (10) days;
  - i. Cessation of business activities or bankruptcy;
  - j. Others (specify):

M. SETTLEMENT OF DISPUTE:

## Grievance and Good Faith Settlement:

All grievances or dispute under this employment contract shall be subject to the following grievance procedure:

1. The Employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the Employer, any and all grievances or disputes he/she may have regarding his/her employment;

2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violations.

3. If the grievance or dispute is not resolved in step 1 or 2 above, the Employee may file a complaint with the Director of Labor or his designee.

The Employee and Employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Director of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

N REMITTANCE/OTHER OBLIGATIONS: The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

O. ENTIRE AGREEMENT: The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified.

DATE: 5/20/005

*SMAC*  
SOLOMON B. MACABUGAO, SECRETARY

EMPLOYER

(Print name, Title and Sign)

DATE: 5/20/005

*Roland E. A. Senoran*  
ROLANDO E.A. SENORAN

EMPLOYEE

(Print name and sign)

S A I P A N, COMMONWEALTH )  
OF THE NORTHERN MARIANA ISLANDS ) ss: ACKNOWLEDGEMENT  
)

On this 20<sup>th</sup> day of MAY, 2005, personally appeared before me,  
ROLANDO E.A. SENORAN and SOLOMON B. MACABUGAO, known

to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purpose set forth therein.

*Ma. Lourdes D. Mendoza*

IN WITNESS WHEREOF, *Notary Public* hereunto set my hand and official seal on the day and year first written above.

Commonwealth of the Northern Mariana Islands  
My Commission expires: DEC 5, 2007

*J. H. D. M.*

NOTARY PUBLIC

, COMMONWEALTH )  
OF THE NORTHERN MARIANA ISLANDS ) ss: ACKNOWLEDGEMENT  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me  
and \_\_\_\_\_, known  
to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purpose set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

DATE: 5/25/05

APPROVED BY:

*John*  
DIRECTOR OF LABOR

## EMPLOYMENT CONTRACT

AUTO MARINE INC.

This employment contract is entered into by and between of PMB 483, P.O. Box 10003, Saipan, MP 96950-8903, hereinafter referred to as the Employer, and ROLANDO ELVIS A. SENORAN of #18 Greenhills St., White Plains, Quezon, City, hereinafter referred to as the Employee. Philippines

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

**A. DUTIES AND RESPONSIBILITIES:** The parties hereto agree that the Employee shall be employed only in the job category of MANAGER, DIVING and shall perform the following duties and responsibilities including training of resident workers:

In charge of the management, operation and maintenance of the diving shop, make necessary schedules of the diving customers, the places and times of diving and other related duties.

 PLAINTIFF'S  
EXHIBIT

5

**B. TERM:** The term of this Contract shall be for a period of one year commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on 23/4.

**C. WORK DAYS AND HOURS:** The Employee's work days and hours shall be Mondays to Saturdays ~~Flexibl~~ from 8:00am to 5:00pm, for a total of 40 hours per week.

**D. COMPENSATION:** In consideration of the services to be performed by the employee, the Employer agrees to pay the Employee compensation in the amount of:

1. \$ 1,500.00 per month and
2. \$ per  for overtime compensation payable by check in bi-weekly intervals.
3. Other compensation (bonuses, commissions, etc.); specify amount and method of calculation:

**E. DEDUCTIONS:** CNMI taxes and Social Security, if applicable, shall be withheld from the employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Chief of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):

**F. PRINCIPAL PLACE OF WORK:** The Employee's principal place of employment shall be on Saipan, CNMI. However, the employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.

**G. TRANSPORTATION:** The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.

**H. INSURANCE/MEDICAL EXPENSES:** The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside of the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his point of origin.

**I. NOTIFICATION OF NEXT-OF-KIN:** In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

Miriam Senoran - Sister

same address

**J. BOARD, LODGING AND OTHERS:**

The Employer shall ensure that the following facilities are provided:

1.  Employer-provided housing at a charge of \$ \_\_\_\_\_ per month.
- Employer-provided housing free of charge.
- Employee self-arranged housing.  
(Attach statement or rental agreement.)
2.  \_\_\_\_\_ (number) meals per day at a charge of \$ \_\_\_\_\_ per month.
3.  Employee to provide own food.
4.  Free transportation to and from job site at employer designated pick-up points.
5.  Employee to provide transportation to and from job site.
6.  Allowance:
7.  Others:

**K. OTHER PROVISIONS: The following additional provisions apply to this Contract: (Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)****L. TERMINATION: This Contract may only be terminated for cause by either party by giving the other party 30 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Chief of Labor or his designee.**

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an employer refuses to allow the employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/her point of hire.
2. Termination for cause may include any of the following:
  - a. 3x unauthorized absences and/or 3x unauthorized tardiness to work by the Employee;
  - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
  - c. Conviction in the CNMI of any felony or two or more misdemeanors;
  - d. Abandoning of job or assigned duty by the employee;
  - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
  - f. Extreme cruelty or abuse, physical or otherwise;
  - g. Unreasonable delays in the payment of the employee's wages or salary;
  - h. A breach of any provision of this Contract and not corrected within ten (10) days;
  - i. Cessation of business activities or bankruptcy;
  - j. Others (specify):

**M. SETTLEMENT OF DISPUTE:****Grievance and Good Faith Settlement**

All grievances or disputes under this employment contract shall be subject to the following grievance procedure:

1. The employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the employer, any and all grievances or disputes he/she may have regarding his/her employment;

2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violation.

3. If the grievance or dispute is not resolved in step 1 or 2 above, the employee may file a complaint with the Chief of Labor or his designee.

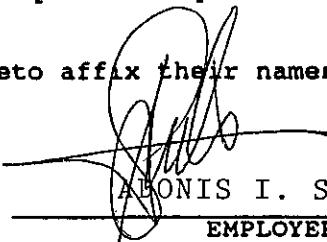
The employee and employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Chief of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

N. **REMITTANCE/OTHER OBLIGATIONS:** The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

O. **ENTIRE AGREEMENT:** The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

**IN WITNESS WHEREOF**, the parties hereto affix their names on the date and space so specified.

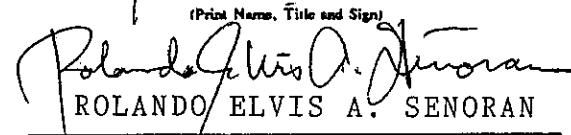
DATE: 5/23/03

  
ADONIS I. SANTOS

EMPLOYER

(Print Name, Title and Sign)

DATE: 5/23/03

  
ROLANDO ELVIS A. SENORAN

EMPLOYEE

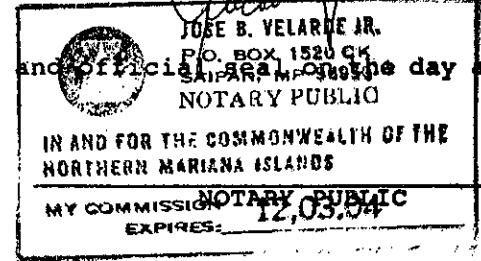
(Print Name and Sign)

SAIPAN, COMMONWEALTH  
OF THE NORTHERN MARIANA ISLANDS

) ss: ACKNOWLEDGEMENT

On this 23RD day of MAY, 2003, personally appeared before me ADONIS I. SANTOS and ROLANDO ELVIS A. SENORAN, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.



) ss: ACKNOWLEDGEMENT

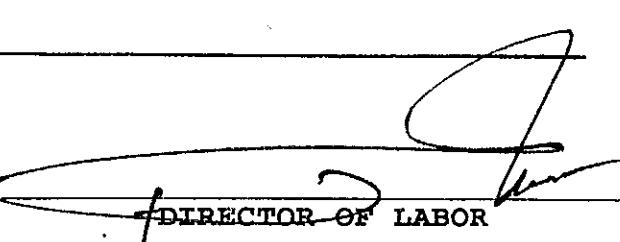
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me and \_\_\_\_\_, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

DATE: 3/29/04

APPROVED BY

  
DIRECTOR OF LABOR

PLAINTIFF'S  
EXHIBIT  
6EMPLOYMENT CONTRACT

This employment contract is entered into by and between AUTO MARINE, INC.  
of P.O. BOX 10003 PMB-483, SAIPAN, MP 96950,  
hereinafter referred to as the Employer, and NORMANDY I. SANTOS of  
41 SAN JOSE, TARLACI CITY, PHILIPPINES, hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

A. DUTIES AND RESPONSIBILITIES: The parties hereto agree that the Employee shall be employed only in the job category of ENGINEER, WATER TRANS and shall perform the following duties and responsibilities including training of resident workers: TO SUPERVISE AND COORDINATE THE ACTIVITIES OF THE BOAT CREWS ENGAGED IN THE OPERATION AND MAINTENANCE OF PROPULSION AND OTHER BOAT ENGINES, INSPECT ENGINES AND OTHER EQUIPMENTS AND ORDER CREWS TO REPAIR OR REPLACE DEFECTIVE PARTS, STARTS ENGINES TO PROPEL BOAT AND REGULATES ENGINES AND CONTROL the speed of THE BOAT. OTHER RELATED DUTIES AS DRIVING THE BOAT.

B. TERM: The term of this Contract shall be for a period of (TWEKVE (12) MONTHS commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on JULY 30, 2006

C. WORK DAYS AND HOURS: The Employee's work days and hours shall be MONDAYS to FRIDAYS, from 8:00 to 5:00, for a total of 40 hours per week.

D. COMPENSATION: In consideration of the services to be performed by the Employee, the Employer agrees to pay the Employee compensation in the amount of:

1. \$ 7.30 per  HOUR and
2. \$ X 1.5 per  HOUR for overtime compensation payable by check in bi-weekly intervals.
3. Other compensation (bonuses, commissions, etc.); specify amount and method of calculation:

E. DEDUCTIONS: CNMI taxes and Social Security, if applicable, shall be withheld from the Employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Director of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):

CASH ADVANCES

F. PRINCIPAL PLACE OF WORK: The Employee's principal place of employment shall be on SAIPAN, CNMI. However, the Employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.

G. TRANSPORTATION: The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.

H. INSURANCE/MEDICAL EXPENSES: The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his/her point of origin.

I. NOTIFICATION OF NEXT-OF-KIN: In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

MRS. FELISA SANTOS  
SAME AS ABOVE

J. BOARD, LODGING AND OTHERS:

The Employer shall ensure that the following facilities are provided:

1.  Employer-provided housing at a charge of \$ \_\_\_\_\_ per month.
- Employer-provided housing free of charge.
- Employee self-arranged housing.  
(Attach statement or rental agreement)
2.  \_\_\_\_\_ (number) meals per day at a charge of \$ \_\_\_\_\_ per month.
3.  Employee to provide own food.
4.  Free transportation to and from job site at employer designated pick-up points.
5.  Employee to provide transportation to and from job site.
6.  Allowance:
7.  Others: FREE MEDICAL AND WORKER'S COMPENSATION

K. OTHER PROVISIONS: The following additional provisions apply to this Contract: (Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)

L. TERMINATION: This Contract may only be terminated for cause by either party by giving the other party 30 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Director of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an Employer refuses to allow the Employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/ her point of hire.
2. Termination for cause may include any of the following:
  - a. 6 unauthorized absences and/or 6 unauthorized tardiness to work by the Employee;
  - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
  - c. Conviction in the CNMI of any felony or two or more misdemeanors;
  - d. Abandoning of job or assigned duty by the employee;
  - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
  - f. Extreme cruelty or abuse, physical or otherwise;
  - g. Unreasonable delays in the payment of the Employee's wages or salary;
  - h. A breach of any provision of this Contract and not corrected within ten (10) days;
  - i. Cessation of business activities or bankruptcy;
  - j. Others (specify):

M. SETTLEMENT OF DISPUTE:

## Grievance and Good Faith Settlement:

All grievances or dispute under this employment contract shall be subject to the following grievance procedure:

1. The Employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the Employer, any and all grievances or disputes he/she may have regarding his/her employment;

2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violations.

3. If the grievance or dispute is not resolved in step 1 or 2 above, the Employee may file a complaint with the Director of Labor or his designee.

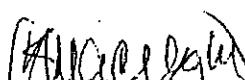
The Employee and Employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Director of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

N. REMITTANCE/OTHER OBLIGATIONS: The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

O. ENTIRE AGREEMENT: The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified.

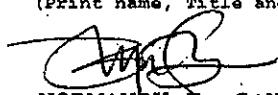
DATE: 7/28/05

  
SOLOMON B. MACABUGAO, SECRETARY

EMPLOYER

(Print name, Title and Sign)

DATE: JULY, 27, 2005

  
NORMANDY I. SANTOS

EMPLOYEE

(Print name and Sign)

S A I P A N, COMMONWEALTH )  
OF THE NORTHERN MARIANA ISLANDS ) ss: ACKNOWLEDGEMENT  
)

On this 28th day of JULY, 2005, personally appeared before me SOLOMON B. MACABUGAO and NORMANDY I. SANTOS, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purpose set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

10/03/05

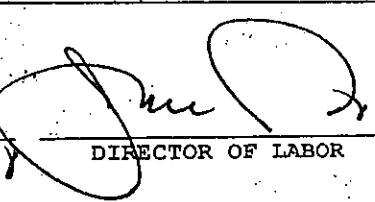
, COMMONWEALTH )  
OF THE NORTHERN MARIANA ISLANDS ) ss: ACKNOWLEDGEMENT  
)

On this    day of   ,   , personally appeared before me    and   , known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purpose set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

DATE: 10/6/15 APPROVED BY:   

  
DIRECTOR OF LABOR

Ian Catlett, Assistant Attorney General  
**OFFICE OF THE ATTORNEY GENERAL**  
 Commonwealth of the Northern Mariana Islands  
 Immigration Division- Susupe Complex  
 Telephone: (670) 664-2366  
 Fax: (670) 234-7016

CLERK OF COURT  
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27 FEB 10 2011:50

U.S. DISTRICT COURT

Counsel for Petitioners,

**SUPERIOR COURT OF THE  
 COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS**

**OFFICE OF THE ATTORNEY  
 GENERAL and DIVISION OF  
 IMMIGRATION SERVICES,**

Petitioners,

Vs.  
**Rolando Elvis A. Senoran**

Respondent.

Civil Action No. 05 DDS 8 (E)

**DECLARATION IN SUPPORT OF  
 an ARREST WARRANT**



The undersigned complainant hereby states as follows:

I, Richard T. Lizama, an Immigration Investigator employed by the Division of Immigration under the Office of the Attorney General, Commonwealth of the Northern Mariana Islands. I have been employed in such capacity for over 08 years and have been involved in numerous immigration and law enforcement investigations.

Based on my personal knowledge and belief, and through investigation and review of information obtained from the Commonwealth Labor and Immigration Identification and Documentation System (LIIDS), I hereby declare that:

1. Respondent in the above captioned matter is an alien, as that term is defined in 3 CMC §4303 (a);
2. Respondent Labor and Immigration Identification Documentation System (LIIDS) indicates that Benjamin I. Santos is a citizen of the Republic of Philippines, with date of birth 05/24/61, was issued a *Non-resident Worker's Entry Permit*, (706-K) number 118587 which entitles him to be a Manager, Diver. A copy of the Labor and Immigration Identification System data printout is attached hereto and marked as "EXHIBIT A".
3. Respondent has been under surveillance since beginning of November 2004, after

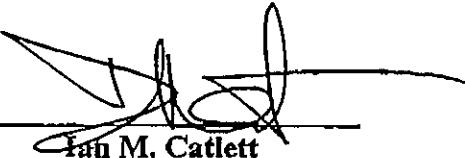
receiving information from an anonymous caller that the respondent is in violation, of his conditions of entry, pursuant to 3 CMC §4340(e).

4. Respondent was observed over the course of several surveillance operations between December 2004 and February 2005, to be operating a boat as a boat operator, a job category not authorized by CNMI law or the Department of Labor, in violation of 3 CMC §4434(e) (1).
5. Respondent is the primary boat operator of the 54-foot boat; the biggest on the Auto Marine Inc. stocks, using for transporting tourist to conduct the ocean or sea walk activities.
6. Respondent was also observed operating a seven to fifteen-passenger van transporting tourist to and from the Smiling Cove.
7. Further, the Respondent has become excludable pursuant to 3 CMC §4340(f) to wit: Respondent was performing work for his employer, Auto Marine Inc., on an unapproved job classification by Department of Labor, which is in violation of 3 CMC §4437(e).
8. I believe that it is necessary to arrest this Respondent and others similarly situated in the interest of public safety.

Based on the foregoing information, I submit that **Rolando Elvis A Sonoran**, have failed to comply with the terms and conditions of his entry and am therefore a deportable alien pursuant to Commonwealth law and regulation.

Executed this 9<sup>th</sup> day of February, 2005, at the Division of Immigration Service, Enforcement Unit Office, Commonwealth of the Northern Mariana Islands.

By:   
Richard T. Lizama  
Immigration Investigator

Reviewed By:   
Ian M. Catlett  
Assistant Attorney General

## EMPLOYMENT CONTRACT

This employment contract is entered into by and between AUTO MARINE, INC.  
of P.O. BOX 10003 PMB-483, SAIPAN, MP 96950,  
hereinafter referred to as the Employer, and NORMANDY I. SANTOS of  
41 SAN JOSE, TARLAC CITY, PHILIPPINES hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

MRS. FELISA SANTOS  
41 SAN JOSE, TARLAC CITY  
PHILIPPINES

July 28, 2004

Division of Labor  
Department of Labor and Employment Services  
P.O. Box 10007, San Antonio  
Saipan, MP 96950

STATEMENT OF EMPLOYEE SELF-ARRANGED HOUSING

Dear sir:

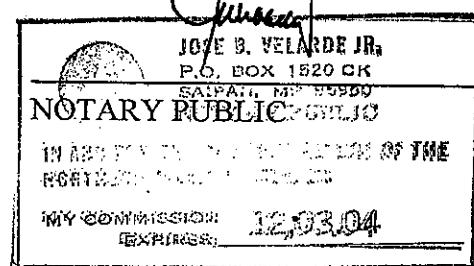
I, NORMANDY I. SANTOS, Engineer (Water Trans.) of Auto Marine, Inc., certify that I had decided to live-out and opted to rent a room for me to stay. That, I will take full responsibility for my housing and related accomodation expenses this arrangement may entail, and I therefore hold Auto Marine, Inc. not liable thereto.

This certification was made in lieu of my barracks clearance as required by the labor permitting office.

Done this 28th day of July, 2004.

  
\_\_\_\_\_  
NORMANDY I. SANTOS

SUBSCRIBED AND SWORN to before me, this 28th day of July, 2004, in  
Saipan, CNMI.



J. BOARD, LODGING AND OTHERS:

The Employer shall ensure that the following facilities are provided:

1.  Employer-provided housing at a charge of \$ \_\_\_\_\_ per month.
- Employer-provided housing free of charge.
- Employee self-arranged housing.  
(Attach statement or rental agreement.)
2.  \_\_\_\_\_ (number) meals per day at a charge of \$ \_\_\_\_\_ per month.
3.  Employee to provide own food.
4.  Free transportation to and from job site at employer designated pick-up points.
5.  Employee to provide transportation to and from job site.
6.  Allowance:
7.  Others:

K. OTHER PROVISIONS: The following additional provisions apply to this Contract:  
(Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)L. TERMINATION: This Contract may only be terminated for cause by either party by giving the other party 30 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Chief of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an employer refuses to allow the employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/her point of hire.
2. Termination for cause may include any of the following:
  - a. 6 unauthorized absences and/or 6 unauthorized tardiness to work by the Employee;
  - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
  - c. Conviction in the CNMI of any felony or two or more misdemeanors;
  - d. Abandoning of job or assigned duty by the employee;
  - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
  - f. Extreme cruelty or abuse, physical or otherwise;
  - g. Unreasonable delays in the payment of the employee's wages or salary;
  - h. A breach of any provision of this Contract and not corrected within ten (10) days;
  - i. Cessation of business activities or bankruptcy;
  - j. Others (specify):

M. SETTLEMENT OF DISPUTE:**Grievance and Good Faith Settlement**

All grievances or disputes under this employment contract shall be subject to the following grievance procedure:

1. The employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the employer, any and all grievances or disputes he/she may have regarding his/her employment;

2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violation.

3. If the grievance or dispute is not resolved in step 1 or 2 above, the employee may file a complaint with the Chief of Labor or his designee.

The employee and employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Chief of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

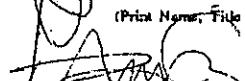
N. **REMITTANCE/OTHER OBLIGATIONS:** The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

O. **ENTIRE AGREEMENT:** The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

**IN WITNESS WHEREOF**, the parties hereto affix their names on the date and space so specified.

DATE: 1/28/02

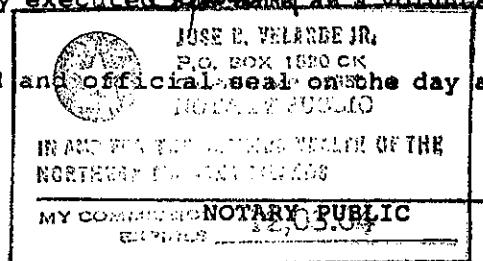
  
 ADONIS I. SANTOS, PRESIDENT  
 EMPLOYER  
 (Print Name, Title and Sign)

  
 NORMANDY I. SANTOS  
 EMPLOYEE  
 (Print Name and Sign)

S A I P A N COMMONWEALTH )  
 OF THE NORTHERN MARIANA ISLANDS ) ss: ACKNOWLEDGEMENT

On this 28th day of JULY, 2004, personally appeared before me ADONIS I. SANTOS and NORMANDY I. SANTOS, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.



) ss: ACKNOWLEDGEMENT  
 )  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me and \_\_\_\_\_, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

DATE: 8/5/04

APPROVED BY: 

DIRECTOR OF LABOR

Ian Catlett, Assistant Attorney General  
OFFICE OF THE ATTORNEY GENERAL  
Commonwealth of the Northern Mariana Islands  
Immigration Division- Susupe Complex  
Telephone: (670) 664-2366  
Fax: (670) 234-7016

CLERK OF COURT  
SUPERIOR COURT  
NMI

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Counsel for Petitioners,

SUPERIOR COURT OF THE  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

OFFICE OF THE ATTORNEY  
GENERAL and DIVISION OF  
IMMIGRATION SERVICES,

Petitioners,

Vs.

Normandy I. Santos

Respondent.

Civil Action No. 125-00575

DECLARATION IN SUPPORT OF  
an ARREST WARRANT



The undersigned complainant hereby states as follows:

I, Richard T. Lizama, an Immigration Investigator employed by the Division of Immigration under the Office of the Attorney General, Commonwealth of the Northern Mariana Islands. I have been employed in such capacity for over 08 years and have been involved in numerous immigration and law enforcement investigations.

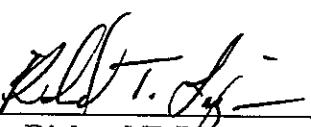
Based on my personal knowledge and belief, and through investigation and review of information obtained from the Commonwealth Labor and Immigration Identification and Documentation System (LIIDS), I hereby declare that:

1. Respondent in the above captioned matter is an alien, as that term is defined in 3 CMC §4303 (a);
2. Respondent Labor and Immigration Identification Documentation System (LIIDS) indicates that Benjamin I. Santos is a citizen of the Republic of the Philippines, with date of birth 09/13/65, was issued a *Non-resident Worker's Entry Permit*, (706-K) number 121175 which entitles him to be employed as a Engineer (Water-Trans). A copy of the Labor and Immigration Identification System data printout is attached hereto and marked as "EXHIBIT A".

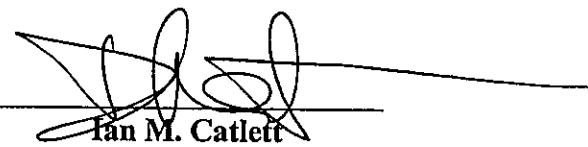
3. Respondent has been under surveillance since beginning of November 2004, after receiving information from an anonymous caller that the respondent is in violation, of his conditions of entry, pursuant to *3 CMC §4340(e)*.
4. Respondent was observed over the course of several surveillance operations between December 2004 and February 2005, to be operating a boat as a boat operator with tourist on board, not authorized by CNMI law or the Department of Labor, in violation of *3 CMC §4434(e) (1)*.
5. Respondent had been observed during the surveillance operations between the period of 09:00 – 11:30 a.m. and at 13:00 – 16:30 p.m. operating a boat as a boat operator.
6. Further, the Respondent has become excludable pursuant to *3 CMC §4340(f)* to wit: Respondent was performing work for his employer, Auto Marine Inc., on an unapproved job classification by Department of Labor, which is in violation of *3 CMC §4437(e)*.
7. I believe that it is necessary to arrest this Respondent and others similarly situated in the interest of the public safety.

Based on the foregoing information, I submit that Normandy I Santos, have failed to comply with the terms and conditions of his entry and am therefore a deportable alien pursuant to Commonwealth law and regulation.

Executed this 9th day of February, 2005, at the Division of Immigration Service, Enforcement Unit Office, Commonwealth of the Northern Mariana Islands.

By: 

Richard T. Lizama  
Immigration Investigator

Reviewed By: 

Ian M. Catlett  
Assistant Attorney General

EMPLOYMENT CONTRACT

This employment contract is entered into by and between AUTO MARINE, INC.  
 of P.O. BOX 10003 PMB-483, SAIPAN, MP 96950,  
 hereinafter referred to as the Employer, and AUGUSTO I. SANTOS of  
ESTRELLA ST., SAN RAFAEL, TARLAC CITY, PHILIPPINES, hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

A. DUTIES AND RESPONSIBILITIES: The parties hereto agree that the Employee shall be employed only in the job category of HELPER MECHANIC and shall perform the following duties and responsibilities including training of resident workers:

TO HELP THE MECHANIC IN REPAIRING AND MAINTAINING, VEHICLES, BOATS, JETSKIS AND OTHER ENGINES, AND OTHER RELATED DUTIES SUCH AS DRIVING BOATS AND VEHICLES WHEN NECESSARY

PLAINTIFF'S EXHIBIT  
10

B. TERM: The term of this Contract shall be for a period of ONE YEAR (1) commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on OCTOBER 1, 2006

C. WORK DAYS AND HOURS: The Employee's work days and hours shall be FLEXIBLE to FLEXIBLE, from 8:00 to FLEXIBLE, for a total of 40 hours per week.

D. COMPENSATION: In consideration of the services to be performed by the Employee, the Employer agrees to pay the Employee compensation in the amount of:

1. \$ 3.50 per  HOUR and
2. \$ X 1.5 per  HOUR for overtime compensation payable by check in bi-weekly intervals.
3. Other compensation (bonuses, commissions, etc.); specify amount and method of calculation:

E. DEDUCTIONS: CNMI taxes and Social Security, if applicable, shall be withheld from the Employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Director of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):

CASH ADVANCES

F. PRINCIPAL PLACE OF WORK: The Employee's principal place of employment shall be on SAIPAN, CNMI. However, the Employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.

G. TRANSPORTATION: The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.

H. INSURANCE/MEDICAL EXPENSES: The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his/her point of origin.

I. NOTIFICATION OF NEXT-OF-KIN: In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

VIVIAN SANTOS - WIFE

c/o P.O. BOX 10003 PMB-483

SAIPAN, MP 96950

J. BOARD, LODGING AND OTHERS:

The Employer shall ensure that the following facilities are provided:

1.  Employer-provided housing at a charge of \$ \_\_\_\_\_ per month.
- Employer-provided housing free of charge.
- Employee self-arranged housing.  
(Attach statement or rental agreement)
2.  \_\_\_\_\_ (number) meals per day at a charge of \$ \_\_\_\_\_ per month.
3.  Employee to provide own food.
4.  Free transportation to and from job site at employer designated pick-up points.
5.  Employee to provide transportation to and from job site.
6.  Allowance:
7.  Others:

## MEDICAL AND WORKERS' COMPENSATION INSURANCE

K. OTHER PROVISIONS: The following additional provisions apply to this Contract: (Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)

L. TERMINATION: This Contract may only be terminated for cause by either party by giving the other party 30 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Director of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an Employer refuses to allow the Employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/ her point of hire.
2. Termination for cause may include any of the following:
  - a. 6 unauthorized absences and/or 6 unauthorized tardiness to work by the Employee;
  - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
  - c. Conviction in the CNMI of any felony or two or more misdemeanors;
  - d. Abandoning of job or assigned duty by the employee;
  - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
  - f. Extreme cruelty or abuse, physical or otherwise;
  - g. Unreasonable delays in the payment of the Employee's wages or salary;
  - h. A breach of any provision of this Contract and not corrected within ten (10) days;
  - i. Cessation of business activities or bankruptcy;
  - j. Others (specify):

M. SETTLEMENT OF DISPUTE:

## Grievance and Good Faith Settlement:

All grievances or dispute under this employment contract shall be subject to the following grievance procedure:

1. The Employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the Employer, any and all grievances or disputes he/she may have regarding his/her employment;

2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violations.

3. If the grievance or dispute is not resolved in step 1 or 2 above, the Employee may file a complaint with the Director of Labor or his designee.

The Employee and Employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Director of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

N. REMITTANCE/OTHER OBLIGATIONS: The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

O. ENTIRE AGREEMENT: The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified:

DATE: 9/30/05

*SOLOMON B. MACABUGAO*  
SOLOMON B. MACABUGAO, CORP. SECRETARY  
EMPLOYER  
(Print name, Title and Sign)

DATE: 9/30/05

*AUGUSTO I. SANTOS*  
AUGUSTO I. SANTOS  
EMPLOYEE  
(Print name and Sign)

S A I P A N, COMMONWEALTH )  
OF THE NORTHERN MARIANA ISLANDS ) ss: ACKNOWLEDGEMENT  
)

On this 30th day of OCTOBER 2005, personally appeared before me  
AUGUSTO I. SANTOS and SOLOMON B. MACABUGAO, known  
to me to be the person(s) whose signature(s) is/are subscribed to the foregoing  
instrument and who acknowledged to me that he/she/they executed the same as a voluntary  
act for the purpose set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and  
year first written above.

COMMONWEALTH )  
OF THE NORTHERN MARIANA ISLANDS ) ss: ACKNOWLEDGEMENT  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me  
and \_\_\_\_\_, known  
to me to be the person(s) whose signature(s) is/are subscribed to the foregoing  
instrument and who acknowledged to me that he/she/they executed the same as a voluntary  
act for the purpose set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and  
year first written above.

NOTARY PUBLIC

DATE: 10/13/05

APPROVED BY: *[Signature]*

DIRECTOR OF LABOR

## EMPLOYMENT CONTRACT

This employment contract is entered into by and between AUTO MARINE, INC. of P.O. BOX 10003 PMB-483 SAIPAN, MP 96950, hereinafter referred to as the Employer, and AUGUSTO I. SANTOS of ESTRELLA ST., SAN RAFAEL, TARLAC CITY, PHIL., hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

**A. DUTIES AND RESPONSIBILITIES:** The parties hereto agree that the Employee shall be employed only in the job category of HELPER MECHANIC and shall perform the following duties and responsibilities including training of resident workers: ASSIST THE MECHANIC IN THE REPAIR OF AUTOS AND BOATS. DO MINOR TROUBLE SHOOTING, CHANGING OILS, AND KEEPING THE SHOP TOOLS IN THEIR PLACES. OTHER RELATED DUTIES SUCH AS KEEPING THE SHOP CLEAN.

PLAINTIFF'S EXHIBIT

11

**B. TERM:** The term of this Contract shall be for a period of ONE (1) YEAR commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on ONE YEAR AFTER 10/10/05.

**C. WORK DAYS AND HOURS:** The Employee's work days and hours shall be MONDAYS to FRIDAYS, from 8:00 to 5:00, for a total of 40 hours per week.

**D. COMPENSATION:** In consideration of the services to be performed by the employee, the Employer agrees to pay the Employee compensation in the amount of:

1. \$ 3.05 per HOUR and
2. \$ X 1.5 per HOUR for overtime compensation payable by check in bi-weekly intervals.
3. Other compensation (bonuses, commissions, etc.); specify amount and method of calculation:

NONE

**E. DEDUCTIONS:** CNMI taxes and Social Security, if applicable, shall be withheld from the employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Chief of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):

CASH ADVANCES

**F. PRINCIPAL PLACE OF WORK:** The Employee's principal place of employment shall be on SAIPAN, CNMI. However, the employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.

**G. TRANSPORTATION:** The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.

**H. INSURANCE/MEDICAL EXPENSES:** The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside of the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his point of origin.

**I. NOTIFICATION OF NEXT-OF-KIN:** In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

J. BOARD, LODGING AND OTHERS:

The Employer shall ensure that the following facilities are provided:

1.  Employer-provided housing at a charge of \$ \_\_\_\_\_ per month.
- Employer-provided housing free of charge.
- Employee self-arranged housing.  
(Attach statement or rental agreement.)
2.  \_\_\_\_\_ (number) meals per day at a charge of \$ \_\_\_\_\_ per month.
3.  Employee to provide own food.
4.  Free transportation to and from job site at employer designated pick-up points.
5.  Employee to provide transportation to and from job site.
6.  Allowance:
7.  Others: FREE MEDICAL AND WORKER'S COMPENSATION INSURANCE

K. OTHER PROVISIONS: The following additional provisions apply to this Contract:  
(Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)

NONE

L. TERMINATION: This Contract may only be terminated for cause by either party by giving the other party 30 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Chief of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an employer refuses to allow the employee to continue working through the effective date of the termination and shall purchase a one-way ticket for the return of the Employee to his/her point of hire.
2. Termination for cause may include any of the following:
  - a. 6 unauthorized absences and/or 6 unauthorized tardiness to work by the Employee;
  - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
  - c. Conviction in the CNMI of any felony or two or more misdemeanors;
  - d. Abandoning of job or assigned duty by the employee;
  - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
  - f. Extreme cruelty or abuse, physical or otherwise;
  - g. Unreasonable delays in the payment of the employee's wages or salary;
  - h. A breach of any provision of this Contract and not corrected within ten (10) days;
  - i. Cessation of business activities or bankruptcy;
  - j. Others (specify):

M. SETTLEMENT OF DISPUTE:Grievance and Good Faith Settlement

All grievances or disputes under this employment contract shall be subject to the following grievance procedure:

1. The employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the employer, any and all grievances or disputes he/she may have regarding his/her employment;

2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violation.
3. If the grievance or dispute is not resolved in step 1 or 2 above, the employee may file a complaint with the Chief of Labor or his designee.

The employee and employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Chief of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

N. **REMITTANCE/OTHER OBLIGATIONS:** The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

O. **ENTIRE AGREEMENT:** The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified.

DATE: 9/10/04

ADONIS SANTOS, PRESIDENT  
EMPLOYER

(Print Name, Title and Sign.)

THE BOSTONIAN, NOVEMBER 1861.

DATE: 9/10/04

AUGUSTO I. SANTOS  
EMPLOYEE

LAW BOOKS

(Print Name and Sign)

S A I P A N, COMMONWEALTH )  
OF THE NORTHERN MARIANA ISLANDS )  
ss: ACKNOWLEDGEMENT

On this 10th day of AUGUST (F.R.), 2004, personally appeared before me  
AUGUSTO I. SANTOS and ADONIS SANTOS, known  
to me to be the person(s) whose signature(s) is/are subscribed to the foregoing  
instrument and who acknowledged to me that he/she/they executed the same as a voluntary  
act for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and  
year first written above. NOTARY PUBLIC

A circular notary seal with a decorative border. The text "NOTARY PUBLIC" is at the top, and "NEW YORK STATE" is at the bottom. In the center, it says "NOTARIAL SEAL" above "JANE E. VELARDE JR." and "P.O. BOX 1520 CK".

})  
      })      **ss: ACKNOWLEDGEMENT**  
      })  
      })

---

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

DATE: 12/17/04

APPROVED BY:

**DIRECTOR OF LABOR**

**EMPLOYMENT CONTRACT**

This employment contract is entered into by and between AUTO MARINE, INC. of PMB 483, P.O. Box 10003, SAIPAN, MP 96950-8903 hereinafter referred to as the Employer, and BENJAMIN I. SANTOS of IBA SAN JOSE, TARLAC, TARLAC, PHILS., hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties required of him/her in the job category provided below:

**A. DUTIES AND RESPONSIBILITIES:** The parties hereto agree that the Employee shall be employed only in the job category of MAINTENANCE MECHANIC and shall perform the following duties and responsibilities including training of resident workers:

To do repairs and general maintenance and overhauls of company vehicles and boats and other related duties to be assign such as driving boats/vehicles when necessary.

**B. TERM:** The term of this Contract shall be for a period of one year commencing upon the Employee's arrival in the Commonwealth of the Northern Mariana Islands ("CNMI") and ending on 9/13/02.

**C. WORK DAYS AND HOURS:** The Employee's work days and hours shall be Monday to Friday, from 8:00am to 5:00pm, for a total of 40 hours per week.

**D. COMPENSATION:** In consideration of the services to be performed by the employee, the Employer agrees to pay the Employee compensation in the amount of:

1. \$ 2,000.00 per month and
2. \$ x 1.5 per hour for overtime compensation payable by check in bi-weekly intervals.
3. other compensation (bonuses, commissions, etc.); specify amount and method of calculation:

**E. DEDUCTIONS:** CNMI taxes and Social Security, if applicable, shall be withheld from the employee's salary each pay period. No other deductions from the Employee's compensation shall be made by the Employer unless specified herein and approved by the Director of Labor or his authorized designee. Other deductions (set forth amount and purpose of deduction):

**F. PRINCIPAL PLACE OF WORK:** The Employee's principal place of employment shall be on Saipan, CNMI. However, the employee may be required to perform his/her duties at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor policies and/or regulations.

**G. TRANSPORTATION:** The Employer shall be responsible for the payment of the Employee's return airplane ticket to his/her point of hire at the expiration or termination of the Employment Contract, regardless of the nature of the termination.

**H. INSURANCE/MEDICAL EXPENSES:** The Employer shall be responsible and liable for the medical insurance or payment of all medical expenses of the Employee, including the cost of referral and evacuation of medical treatment outside of the CNMI and, in the event of Employee's death, the cost of embalming and transportation of the Employee's corpse back to his point of origin.

**I. NOTIFICATION OF NEXT-OF-KIN:** In the case of an emergency involving serious illness, accident or death of the Employee, the Employer shall immediately notify the Employee's next-of-kin whose name and address are as follows:

Creselda Santos - wife

same address

**J. BOARD, LODGING AND OTHERS:**

The Employer shall ensure that the following facilities are provided:

1.  Employer-provided housing at a charge of \$ \_\_\_\_\_ per month.
- Employer-provided housing free of charge.
- Employee self-arranged housing.  
(Attach statement or rental agreement.)
2.  \_\_\_\_\_ (number meals per day at a charge of \$ \_\_\_\_\_ per month)
3.  Employee to provide own food.
4.  Free transportation to and from job site at employer designated pick-up points.
5.  Employee to provide transportation to and from job site.
6.  Allowance:
7.  Others:

**K. OTHER PROVISIONS:** The following additional provisions apply to this Contract:  
(Set forth or attach any work rules, living accommodation rules and standards for Employee conduct. Every page of every attachment must be signed by Employee and Employer.)**L. TERMINATION:** This Contract may only be terminated for cause by either party by giving the other party 30 days advance written notice and only after an unsuccessful good faith attempt to settle any dispute has been made with the Director of Labor or his designee.

1. In the event of termination for cause, the Employer shall pay the Employee's wages or salary for work or services performed or for work not performed when an employer refuses to allow the employee to continue working through the effective date of termination and shall purchase a one-way ticket for the return of the Employee to his/her point of hire.
2. Termination for cause may include any of the following:
  - a. 3x unauthorized absences and/or 3x unauthorized tardiness to work by the Employee;
  - b. Neglect, careless performance, non-performance or non-completion of assigned work by the Employee;
  - c. Conviction in the CNMI of any felony or two or more misdemeanors;
  - d. Abandoning of job or assigned duty by the employee;
  - e. Incompetence or misrepresentation of the qualifications, skills, physical or mental fitness to satisfactorily perform the duties for which the Employee was hired;
  - f. Extreme cruelty or abuse, physical or otherwise;
  - g. Unreasonable delays in the payment of the employee's wages or salary;
  - h. A breach of any provision of this Contract and not corrected within ten (10) days;
  - i. Cessation of business activities or bankruptcy;
  - j. Others (specify);

**M. SETTLEMENT OF DISPUTE:****Grievance and Good Faith Settlement**

All grievances or disputes under this employment contract shall be subject to the following grievance procedure:

1. The employee shall communicate to his/her supervisor, or if there is no supervisor, then directly to the employer, any and all grievances or disputes he/she may have regarding his/her employment;

2. If the supervisor is unable to resolve the matter immediately, the grievance or dispute shall be reduced to writing by the supervisor which shall state the section of the contract, law, or rules and regulations to have been violated. Management shall have five working days to resolve the grievance, dispute or state in writing his/her reasons why there is no violation.

3. If the grievance or dispute is not resolve in step 1 or 2 above, the employee may file a compliant with the Director of Labor or his designee.

The employee and employer shall maintain the employment relationship during the pendency of any grievance or dispute unless the Director of Labor, his authorized designee, or a hearing officer grant a temporary work authorization.

N. **REMITTANCE/OTHER OBLIGATIONS:** The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

O. **ENTIRE AGREEMENT:** The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

**IN WITNESS WHEREOF**, the parties hereto affix their names on the date and space so specified.

DATE: 9/05/01

ADONIS I. SANTOS

EMPLOYER

(Print Name, Title and Sign)

DATE: 9/05/01

BENJAMIN I. SANTOS

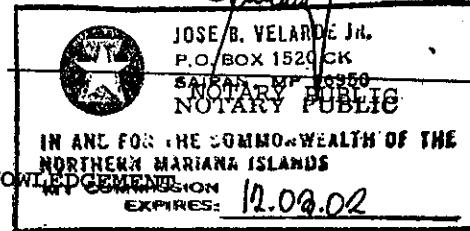
EMPLOYEE

(Print Name and Sign)

SAIPAN, COMMONWEALTH )  
OF THE NORTHERN MARIANA ISLANDS ) SS: **ACKNOWLEDGEMENT**  
)

On this 5th day of SEPTEMBER, 2001, personally appeared before me BENJAMIN I. SANTOS and ADONIS I. SANTOS, known to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal on the day and year first written above.



On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me and to me to be the person(s) whose signature(s) is/are subscribed to the foregoing instrument and who acknowledged to me that he/she/they executed the same as a voluntary act for the purposes set forth therein.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal on the day and year first written above.

NOTARY PUBLIC

DATE: 10/07/01

APPROVED BY:

DIRECTOR OF LABOR

PHOTOGRAPH OF APPLICANT

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
 DEPARTMENT OF COMMERCE AND LABOR  
 OFFICE OF IMMIGRATION  
 Saipan DIVISION OF LABOR  
 NORTHERN MARIANA ISLANDS



APPLICATION FOR RENEWAL OF  
 LABOR IDENTIFICATION CERTIFICATE NO. \_\_\_\_\_  
 ENTRY PERMIT NO. 151764

BOND NO. PIC1-16339

## FOR OFFICIAL USE ONLY

151764

Permit Number

1/21/039/13/03

Permit Number/Category

Issued Date

Expiration Date

Issued Date

Expiration Date

Chief of Labor

Chief of Immigration

 Approved Disapproved Approved DisapprovedEmployer: Auto Marine, Inc. dba PMB 483, P.O. Box 10003Mailing Address: Saipan, MP 96950-8903 Business License No. 1416Telephone No. \_\_\_\_\_ hereby makes application to renew Nonresident Worker's Certificate and Entry Permit for employment for an additional term (not more than one year) of 12 months, commencing on Sept. 13, 2002 and ending on Sept. 13, 2003

under the same terms and conditions of employment as those contained in the Employment Contract and Employer's Agreement for the aforesaid nonresident worker's certificate  under terms and conditions of employment as amended (attach amended employment contract and Employer's Agreement).

Date: 9/10/02

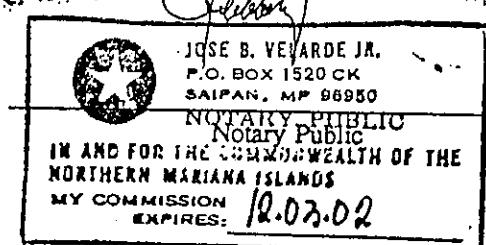
ADONIS I. SANTOS

Signature

PRESIDENT

Title

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by ADONIS I. SANTOS this 10th day of SEPTEMBER, 2002



The employee named below declares under penalty of perjury that:

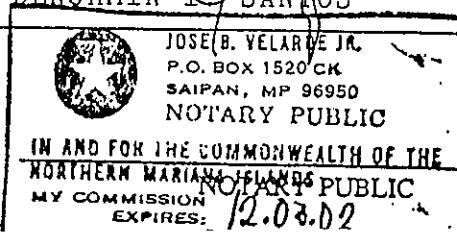
- He/She arrived in the Commonwealth on 1991
- He/She had been examined by a physician on 8-12-02 pursuant to 3 CMC 4438 and that he/she  does not have  does have an infectious or communicable disease.
- He/She  has never  has been convicted of a felony or other crimes involving moral turpitude.
- He/She concurs with the application to renew his/her nonresident worker's certificate  under the same terms and conditions as provided in the initial application  under terms and conditions of employment as amended.
- His/Her Passport No. EE811832 issued by Phil. Consulate expires on 12-02-2004.

Saipan, CNMI

Date: 9/10/02

BENJAMIN I. SANTOS

Signature



SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by

10th day of SEPTEMBER, 2002

this

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
 DEPARTMENT OF LABOR, IMMIGRATION AND EMPLOYMENT SERVICES  
 DIVISION OF LABOR  
 Saipan, NORTHERN MARIANA ISLANDS

PHOTOGRAPH OF APPLICANT



APPLICATION FOR RENEWAL OF  
 LABOR IDENTIFICATION CERTIFICATE NO. 151764

BOND NO. 19537BOND CO. PICL

D.O.B. No. \_\_\_\_\_

FOR OFFICIAL USE ONLY

Permit Number \_\_\_\_\_

Attached Permit Here  
(ORIGINAL)

Issued Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Chief of Labor \_\_\_\_\_

 Approved Disapproved

Date Entered: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ By: \_\_\_\_\_

Employer: Auto Marine, Inc. dba \_\_\_\_\_  
 PMB 483, P.O. Box 10003

Mailing Address: Saipan, MP 96950-8903 Business License No. 1416

Telephone No.: 323-2916 hereby makes application to renew Nonresident Worker's  
 Certificate and Entry Permit for employment for an additional term (not more than one year) of 12 months;  
 commencing on Sept. 13, 2003 and ending on Sept. 13, 2004

under the same terms and conditions of employment as those contained in the Employment Contract and Employer's Agreement  
 for the aforesaid nonresident worker's certificate  under terms and conditions of employment as amended (attach amended  
 employment contract and Employer's Agreement).

Date: 9/11/03

ADONIS I. SANTOS

Signature  
PRESIDENT

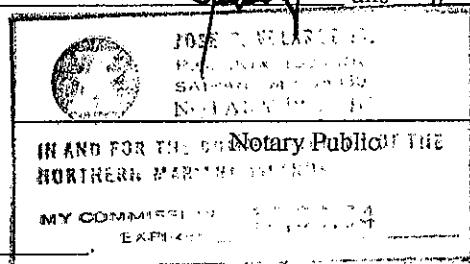
Title

ADONIS I. SANTOS

th

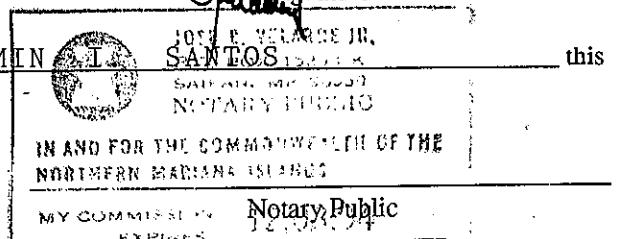
day

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by \_\_\_\_\_ this 11 day  
 of SEPTEMBER, 20 03.



The employee named below declares under penalty of perjury that:

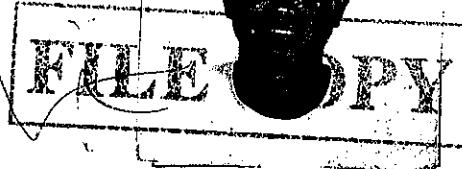
- He/She arrived in the Commonwealth on 1991
- He/She had been examined by a physician on 8-25-03 pursuant to 3 CMC 4438 and that he/  
 does not have  does have an infectious or communicable disease.
- He/She  has never  has been convicted of a felony or other crimes involving moral turpitude.
- He/She concurs with the application to renew his/her nonresident worker's certificate  under the same terms and  
 conditions as provided in the initial application  under terms and conditions of employment as amended.
- His/Her Passport No. EE811832 issued by Phil. Consulate 12-02-04 expires on Saipan, CNMI

Date: 9/11/03
  
 Signature


COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
 DEPARTMENT OF LABOR  
 DIVISION OF LABOR  
 SAIPAN, NORTHERN MARIANA ISLANDS

PHOTOGRAPH OF APPLICANT

APPLICATION FOR RENEWAL OF  
 LABOR IDENTIFICATION CERTIFICATE NO. 151764



BOND NO. \_\_\_\_\_

BOND CO. \_\_\_\_\_

D.O.F. No. \_\_\_\_\_

FOR OFFICIAL USE ONLY

Permit Number

12/28/49/13/5

Issued Date

Expiration Date

Chief of Labor

Attached Permit Here  
(ORIGINAL) Approved Disapproved

Date Entered: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ By: \_\_\_\_\_

Employer: AUTO MARINE, INC. dba \_\_\_\_\_Mailing Address: P.O. BOX 10003 PMB-483, SAIPAN, MP 96950 Business License No. 1416

Telephone No.: 323-2916 hereby makes application to renew Nonresident Worker's Certificate and Entry Permit for employment for an additional term (not more than one year) of TWELVE (12) months, commencing on SEPTEMBER 13, 2004 and ending on ONE YEAR AFTER 9/13/5

under the same terms and conditions of employment as those contained in the Employment Contract and Employer's Agreement for the aforesaid nonresident worker's certificate  under terms and conditions of employment as amended (attach amended employment contract and Employer's Agreement).

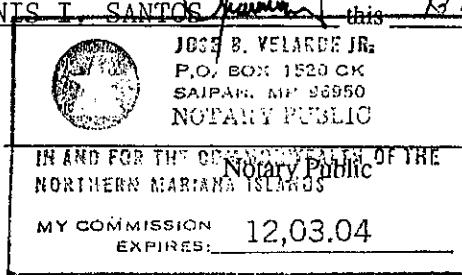
Date: 9/13/04ADONIS I. SANTOS

Signature

PRESIDENT

Title

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by ADONIS I. SANTOS this 13/04 day of SEPTEMBER, 2004.



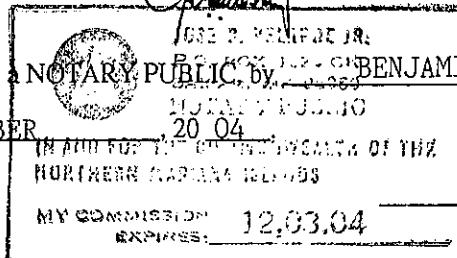
The employee named below declares under penalty of perjury that:

- He/She arrived in the Commonwealth on 1991
- He/She had been examined by a physician on \_\_\_\_\_ pursuant to 3 CMC 4438 and that he/she  does not have  does have an infectious or communicable disease.
- He/She  has never  has been convicted of a felony or other crimes involving moral turpitude.
- He/She concurs with the application to renew his/her nonresident worker's certificate  under the same terms and conditions as provided in the initial application  under terms and conditions of employment as amended.
- His/Her Passport No. EE811832 issued by SAIPAN expires on 12/02/04.

Date: 9/13/04BENJAMIN I. SANTOS

Signature

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by BENJAMIN I. SANTOS this 13/04 day of SEPTEMBER, 2004.



Notary Public

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
 DEPARTMENT OF LABOR  
 DIVISION OF LABOR  
S A I P A N, NORTHERN MARIANA ISLANDS

PHOTOGRAPH OF APPLICANT



APPLICATION FOR RENEWAL OF  
 LABOR IDENTIFICATION CERTIFICATE NO. 151764

**FILE COPY**  
 D.O.F. No.

BOND NO. \_\_\_\_\_

BOND CO. \_\_\_\_\_

FOR OFFICIAL USE ONLY151764

Permit Number

9/13/06

Issued Date

Expiration Date

Reed  
Chief of LaborAttached Permit Here  
(ORIGINAL) Approved Disapproved

Date Entered: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ By: \_\_\_\_\_

Employer: AUTO MARINE, INC. dba \_\_\_\_\_Mailing Address: P.O. BOX 10003 PMB-483, SAIPAN, MP 96950 Business License No. 1416Telephone No. 323-0102 hereby makes application to renew Nonresident Worker's Certificate and Entry Permit for employment for an additional term (not more than one year) of 12 months, commencing on SEPTEMBER 13, 2005 and ending on SEPTEMBER 13, 2006

under the same terms and conditions of employment as those contained in the Employment Contract and Employer's Agreement for the aforesaid nonresident worker's certificate  under terms and conditions of employment as amended (attach amended employment contract and Employer's Agreement).

Date: 9/12/06**PLAINTIFF'S  
EXHIBIT**16SOLOMON B. MACABUGAO

Signature

SECRETARY

Title

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by SOLOMON B. MACABUGAO this 14th day of SEPTEMBER, 20 05

JOSEPH F. FERNANDEZ

Notary Public

The employee named below declares under penalty of perjury that:

My U.C.

12/03/06

- He/She arrived in the Commonwealth on 1991.
- He/She had been examined by a physician on 8/30/2005 pursuant to 3 CMC 4438 and that he/she  does not have  does have an infectious or communicable disease.
- He/She  has never  has been convicted of a felony or other crimes involving moral turpitude.
- He/She concurs with the application to renew his/her nonresident worker's certificate  under the same terms and conditions as provided in the initial application  under terms and conditions of employment as amended.
- His/Her Passport No. \_\_\_\_\_ issued by \_\_\_\_\_ expires on \_\_\_\_\_.

Date: 9/12/06BENJAMIN I. SANTOS

Signature

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by BENJAMIN I. SANTOS this 14th day of SEPTEMBER My Com., 20 05 12/03/06

Notary Public

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
 DEPARTMENT OF LABOR  
 DIVISION OF LABOR  
 S A I P A N NORTHERN MARIANA ISLANDS

APPLICATION FOR RENEWAL OF  
 LABOR IDENTIFICATION CERTIFICATE NO. 151764

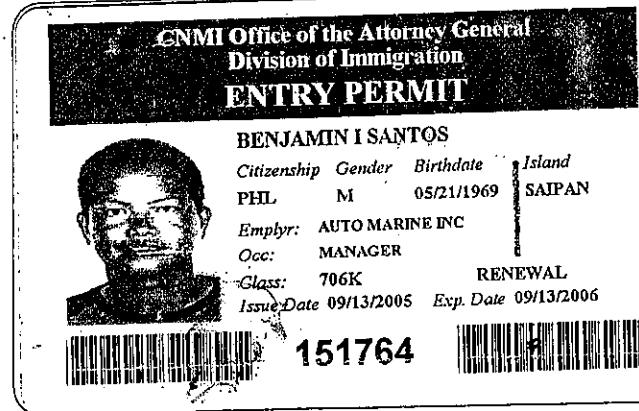
BOND NO. 42906  
 BOND CO. EIC

DEC 12 2006

D.O.F. No. \_\_\_\_\_

FOR OFFICIAL USE ONLY

151764  
 Permit Number  
12/4/06 09/13/07  
 Issued Date Expiration Date  
Chief of Labor



Approved

Disapproved

Date Entered:   /  /   By: \_\_\_\_\_

Employer: AUTO MARINE, INC. dba \_\_\_\_\_

Mailing Address: PMB-483 BOX 10003, SAIPAN, MP 96950 Business License No. \_\_\_\_\_

Telephone No.: (670) 323-2916 hereby makes application to renew Nonresident Worker's Certificate and Entry Permit for employment for an additional term (not more than one year) of TWELVE (12) months, commencing on SEPTEMBER 13, 2006 and ending on SEPTEMBER 13, 2007

under the same terms and conditions of employment as those contained in the Employment Contract and Employer's Agreement for the aforesaid nonresident worker's certificate  under terms and conditions of employment as amended (attach amended employment contract and Employer's Agreement).

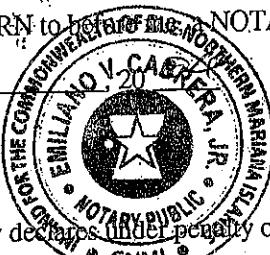
Date: 09-11-06

**PLAINTIFF'S EXHIBIT**

Signature  
 SOLOMON B. MACABUGAO  
 CORPORATE SECRETARY

Title

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by SOLON B. MACABUGAO this 11/11 day of September



The employee named below declares under penalty of perjury that:

- He/She arrived in the Commonwealth on 1991 pursuant to 3 CMC 4438 and that he/she  does not have  does have an infectious or communicable disease.
- He/She  has never  has been convicted of a felony or other crimes involving moral turpitude.
- He/She concurs with the application to renew his/her nonresident worker's certificate  under the same terms and conditions as provided in the initial application  under terms and conditions of employment as amended.
- His/Her Passport No. \_\_\_\_\_ issued by \_\_\_\_\_ expires on \_\_\_\_\_

Date: 108/19/06

SUBSCRIBED AND SWORN to before me, a NOTARY PUBLIC, by EMILIO V. CABRERA, JR. this 19th day of AUGUST 2006

**EMILIO V. CABRERA, JR.**

Notary Public Reg. No. 502A  
 Commonwealth of the Northern Mariana Islands  
 My Commission Expires: May 06, 2008  
 P.O. Box 7745 SVRB Saipan, MP 96950

**BENJAMIN I. SANTOS**

Signature

**BENJAMIN I. SANTOS**

**MARILOU C. LAMBAT**  
 Notary Public Reg. No. 483A  
 Commonwealth of the Northern Mariana Islands  
 My Commission Expires: July 16, 2007  
 P.O. Box 7745 SVRB Saipan, MP 96950

Ian Catlett, Assistant Attorney General  
OFFICE OF THE ATTORNEY GENERAL  
Commonwealth of the Northern Mariana Islands  
Immigration Division- Susupe Complex  
Telephone: (670) 664-2366  
Fax: (670) 234-7016

CLERK OF COURT  
SUPERIOR COURT  
RJH

15 FEB 10 AM 11:48  
FEB 10 2008  
CLERK OF COURT  
SUPERIOR COURT  
RJH

Counsel for Petitioners,

SUPERIOR COURT OF THE  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

OFFICE OF THE ATTORNEY  
GENERAL and DIVISION OF  
IMMIGRATION SERVICES,

Petitioners,

Vs.

Benjamin I. Santos

Respondent.

Civil Action No. 15002565

**DECLARATION IN SUPPORT OF  
an ARREST WARRANT**

The undersigned complainant hereby states as follows:

I, Richard T. Lizama, an Immigration Investigator employed by the Division of Immigration under the Office of the Attorney General, Commonwealth of the Northern Mariana Islands. I have been employed in such capacity for over 08 years and have been involved in numerous immigration and law enforcement investigations.

Based on my personal knowledge and belief, and through investigation and review of information obtained from the Commonwealth Labor and Immigration Identification and Documentation System (LIIDS), I hereby declare that:

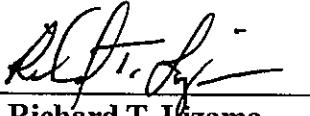
1. Respondent in the above captioned matter is an alien, as that term is defined in 3 CMC §4303 (a);
2. Respondent Labor and Immigration Identification Documentation System (LIIDS) indicates that Benjamin I. Santos is a citizen of the Republic of Philippines. His date of birth is 05/21/69, was issued a *Non-resident Worker's Entry Permit*, (706-K) number 151764, which entitles him to be employed as manager at Auto Marine Inc., A copy of the Labor and Immigration Identification System data printout is attached hereto and marked as "EXHIBIT A".



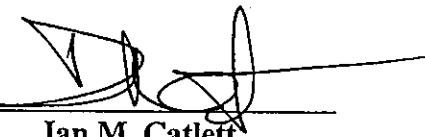
3. Respondent has been under surveillance since beginning of November 2004, after receiving information from an anonymous caller that the respondent is in violation, of his conditions of entry pursuant to *3 CMC §4340(e)*.
4. Respondent was observed over the course of several surveillance operations between December 2004 and February 2005, to be operating a boat as a boat operator for tourists dropped off at Smiling Cove, a job category not authorized by CNMI law or the Department of Labor, in violation of *3 CMC §4434(e)(1)*. A copy of photo is attached hereto and marked as "EXHIBIT B".
5. Further, the Respondent has become excludable pursuant to *3 CMC §4340(e)* to wit: Respondent was performing work for his employer, Auto Marine Inc., on an unapproved job classification by Department of Labor, which is in violation of *3 CMC §4437(e)*.
6. I believe that it is necessary to arrest this Respondent and others similarly situated in the interest of public safety.

Based on the foregoing information, I submit that **Benjamin I Santos**, has failed to comply with the terms and conditions of his entry and is therefore a deportable alien pursuant to Commonwealth law and regulation.

Executed this 9<sup>th</sup> day of February 2005, at the Division of Immigration Service, Enforcement Unit Office, Commonwealth of the Northern Mariana Islands.

By: 

Richard T. Lizama  
Immigration Investigator

Reviewed By: 

Ian M. Catlett  
Assistant Attorney General

Ian Cade, Assistant Attorney General  
OFFICE OF THE ATTORNEY GENERAL  
Commonwealth of the Northern Mariana Islands  
Immigration Division- Susupe Complex  
Telephone: (670) 664-2366  
Fax: (670) 234-7016

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Counsel for Petitioners,

SUPERIOR COURT OF THE  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

OFFICE OF THE ATTORNEY  
GENERAL and DIVISION OF  
IMMIGRATION SERVICES,

Petitioners,

Vs.  
Augusto I. Santos

Respondent.

Civil Action No. D5 DD55(E)

DECLARATION IN SUPPORT OF  
an ARREST WARRANT

PLAINTIFF'S  
EXHIBIT

19

The undersigned complainant hereby states as follows:

I, Richard T. Lizama, an Immigration Investigator employed by the Division of Immigration under the Office of the Attorney General, Commonwealth of the Northern Mariana Islands. I have been employed in such capacity for over 08 years and have been involved in numerous immigration and law enforcement investigations.

Based on my personal knowledge and belief, and through investigation and review of information obtained from the Commonwealth Labor and Immigration Identification and Documentation System (LIIDS), I hereby declare that:

1. Respondent in the above captioned matter is an alien, as that term is defined in 3 CMC §4303 (a);
2. Respondent Labor and Immigration Identification Documentation System (LIIDS) indicates that Benjamin I. Santos is a citizen of the Republic of Philippines, with date of birth 02/02/78, was issued a Non-resident Worker's Entry Permit, (706-K) number 164771. A copy of the Labor and Immigration Identification System data printout is attached hereto and marked as "EXHIBIT A".
3. Respondent has been under surveillance since beginning of November 2004, after receiving information from an anonymous caller that the respondent is in violation,

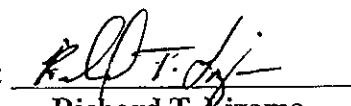
of his conditions of entry, pursuant to 3 CMC §4340(e).

*no specific date*

4. Respondent was observed over the course of several surveillance operations between December 2004 and February 2005, to be operating a boat as a boat operator with tourist on board, a job category not authorized by CNMI law or Department of Labor, in violation of 3 CMC §4434(e) (1).
5. Respondent was observed during the surveillance operations at between the period of 09:00 – 10:30 a.m. and at 14:00 – 16:30 p.m. operating an engine boat with a banana boat being towed.
6. Respondent old job classification was a COOK on his non-residence affidavit, until he had an expiration transfer to Auto Marine Inc that his job classification changes to a Mechanic Helper.
7. Further, the Respondent has become excludable pursuant to 3 CMC §4340(f) to wit: Respondent was performing work for his employer, Auto Marine Inc., on an unapproved job classification by Department of Labor, which is in violation of 3 CMC §4437(e).
8. Respondent was also observed operating the tour vans with tourist on board been transported to and from Smiling Cove.
9. I believe that it is necessary to arrest this Respondent and others similarly situated in the interest of public safety.

Based on the foregoing information, I submit that **Augusto I Santos**, have failed to comply with the terms and conditions of his entry and am therefore a deportable alien pursuant to Commonwealth law and regulation.

Executed this 9th day of February, 2005, at the Division of Immigration Service, Enforcement Unit Office, Commonwealth of the Northern Mariana Islands.

By:   
Richard T. Lizama  
Immigration Investigator

Reviewed By:   
Ian M. Catlett

Assistant Attorney General

1 JAN M. CATLETT, Assistant Attorney General  
2 OFFICE OF THE ATTORNEY GENERAL, Criminal Division  
3 Commonwealth Of The No. Mariana Islands  
4 Saipan, MP 96950  
5 Telephone (670) 664-2367/2368/2365  
6 Fax (670) 234-7016  
7 Attorneys for the Plaintiff

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10 IN THE SUPERIOR COURT  
11 FOR THE  
12 COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

13

14 COMMONWEALTH OF THE  
15 NORTHERN MARIANA ISLANDS,  
16 Plaintiff

17 ) CRIMINAL CASE NO. 05-02835  
18 ) AGIU Case No. 05-0084

19 VS.

20 ) INFORMATION  
21 ADONIS SANTOS  
22 D.O.B. 10/29/63  
23 Defendant

24 **COUNT I: EMPLOYMENT OF ILLEGAL ALIENS**

25 On or about January 3, 2005 to February 14, 2005, on Saipan, Commonwealth of the  
26 Northern Mariana Islands, the defendant, Adonis Santos, did knowingly employ an alien,  
27 Rolando Senoran, within the Commonwealth, while knowing that the alien does not have lawful  
28 documentation and authority to be so employed, in violation of 3 CMC § 4361 (e), and made  
29 punishable by 3 CMC § 4361.

30

31 **COUNT II: EMPLOYMENT OF ILLEGAL ALIENS**

32 On or about January 3, 2005 to February 14, 2005, on Saipan, Commonwealth of the  
33 Northern Mariana Islands, the defendant, Adonis Santos, did knowingly employ an alien,  
34 Augusto Santos, within the Commonwealth, while knowing that the alien does not have lawful  
35 documentation and authority to be so employed, in violation of 3 CMC § 4361 (e), and made  
36 punishable by 3 CMC § 4361.

PLAINTIFF'S  
EXHIBIT

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tables

2 **COUNT III: EMPLOYMENT OF ILLEGAL ALIENS**

3 On or about January 3, 2005, to February 14, 2005, on Saipan, Commonwealth of the  
4 Northern Mariana Islands, the defendant, Adonis Santos, did knowingly employ an alien,  
5 Normandy Santos, within the Commonwealth, while knowing that the alien does not have lawful  
6 documentation and authority to be so employed, in violation of 3 CMC § 4361 (e), and made  
7 punishable by 3 CMC § 4361.

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9 **COUNT IV: EMPLOYMENT OF ILLEGAL ALIENS**

10 On or about January 3, 2005, to February 14, 2005, on Saipan, Commonwealth of the  
11 Northern Mariana Islands, the defendant, Adonis Santos, did knowingly employ an alien  
12 Benjamin Santos, within the Commonwealth, while knowing that the alien does not have lawful  
13 documentation and authority to be so employed, in violation of 3 CMC § 4361 (e), and made  
14 punishable by 3 CMC § 4361.

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16 Dated this 10 <sup>th</sup> day of September, 2005.

17 RESPECTFULLY SUBMITTED,

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26  
27  
OFFICE OF THE ATTORNEY GENERAL  
PAMELA BROWN, ATTORNEY GENERAL

By: 

IAN M. CATLETT  
Assistant Attorney General  
Attorney for the Plaintiff